

**Coalition Labor Agreement (CLA) – Appendix for 043
Agreement Between King County
And
Professional and Technical Employees, Local 17 Professional & Technical Employees, Metro
Transit Department**

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ARTICLE 1: PURPOSE & APPLICATION OF COALITION LABOR AGREEMENT

These articles, along with the CLA, Addendum A, constitute an Agreement, the terms of which have been negotiated in good faith by representatives of King County and Professional and Technical Employees, Local 17. The purpose of this Agreement is to promote the continued improvement of the relationship between King County (hereinafter called the "County") and the employees represented by Professional and Technical Employees, Local 17 (hereinafter called the "Union") by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing and to be represented by such organizations in matters concerning their employment relations with the County. The articles of this Agreement set forth the wages, hours and other working conditions of the bargaining unit employees, provided the County has authority to act on such matters.

The CLA shall apply to the individual bargaining unit's employees as follows:

Section 1.1 The Preamble in its entirety.

Section 1.2 All Superseding and non-superseding provisions, unless otherwise noted in

Section 1.3 below or in the CLA.

Section 1.3 The following non-superseding articles do not apply to this bargaining unit:

A. Article 42 "Safety Gear and Equipment Allowance"

B. Article 43 "After Hours Support" (Only for SCADA Employees)

ARTICLE 2: UNION RECOGNITION

Section 2.1. The County recognizes the Union as the exclusive representative of full-time and part-time regular and term-limited temporary (TLT) employees holding positions in classifications listed in Addendum A and made part hereof by this reference, who work in the Metro Transit Department, excluding:

A. All employees in the Marine Division.

B. All employees in the Administrative Services Section of the Finance and Administrative Services Division (except the Project Program Managers).

C. All employees in the Employee Services Division.

D. All employees in the General Manager's immediate staff (except Communication

Specialists I - IV who do not have a confidential labor nexus), including the Metro Transit Police.

E. All managerial and supervisory employees.

F. All employees in the Office of Equal Employment Opportunity/Equity &

Inclusion and all employees exclusively performing equity and social justice work.

G. All employees who are designated as employees of King County Information

Technology (KCIT).

Section 2.2. Seniority List. The County will transmit to the Union a current listing of all employees in the unit by March 1st of each year and September 1st of each year. Such list shall indicate the name of the employee, wage rate, job classification, date of hire, date of hire into their current classification, division, employment status, and section and/or unit. At the time of a proposed reduction of force, the County will transmit to the Union a current listing of all employees which shall indicate the name of the employee, wage rate, job classification, date of hire, date of hire into their current classification, date of hire into any other previously held classification within the bargaining unit, division, employment status, and section and/or unit.

ARTICLE 3: RIGHTS OF MANAGEMENT

The management of the County and the direction of the work force is vested exclusively in the County subject to the terms of this agreement. Except to the extent there is contained in this Agreement express and specific provisions to the contrary, all power, authority, rights and jurisdictions of the County are retained by and reserved exclusively to the County, including, but not limited to, the right to manage the work of employees, schedule overtime work, to suspend or terminate, transfer, and evaluate employees; to determine and implement methods, means and assignments, establish classifications and select personnel by which operations are to be conducted, including staffing levels; and to initiate, prepare, modify and administer the budget.

ARTICLE 4: HOLIDAYS WORKED

Section 4.1.

A. CLA Article 10 does not apply to the Customer Information Technological Resources and Solutions (CITRS) group. In place of the Holiday benefits provided for in the CLA, the following rules in Section 4.1.A, 4.1.B, and 4.1.C shall apply to the CITRS group:

1 Employees eligible for comprehensive leave benefits shall be placed on standby status on the
 2 following days:

3	New Year's Day	January 1st
4	Martin Luther King, Jr's Birthday	Third Monday in January
5	Presidents' Day	Third Monday in February
6	Memorial Day	Last Monday in May
7	Juneteenth	June 19th
8	Independence Day	July 4th
9	Labor Day	First Monday in September
10	Indigenous People's Day	Second Monday in October
11	Veteran's Day	November 11th
12	Thanksgiving Day	Fourth Thursday in November
13	Day after Thanksgiving	
	Christmas Day	December 25th

14 and special or limited holidays as declared by the president or governor, and as approved by the
 15 Metropolitan King County Council; other days in lieu of holidays as the Metropolitan King County
 16 Council may determine. If an employee is not ordered to report to work on a holiday listed above,
 17 they shall receive holiday pay for the day.

18 King County may summon standby employees to report to work on the following dates as
 19 soon as possible, but in no event later than two hours, and King County may direct other standby
 20 employees to report to a second shift later in the day.

21 **B.** King County may, at its sole discretion, order employees in the CITRS group to
 22 report to work on holidays to respond to service disruptions. An employee who is ordered to come to
 23 work on one of the holidays listed in Section 4.1.A above will have two options. 1) The employee
 24 may shift the missed holiday to another date within two weeks unless operationally impractical, in
 25 which case no later than the end of the pay period following the pay period in which an emergency
 26 was declared, unless a date outside of this range is mutually agreed upon; or 2) The employee may
 27 request a day of extra compensation in lieu of the holiday. An employee who requests an extra day
 28 of compensation shall forfeit the holiday. The result shall be that the employee receives the

1 equivalent of six days of pay in the week for working five days. Employees may not self-select to
2 report to work during a holiday.

3 C. An employee who is granted a week of vacation that is adjacent to a holiday listed
4 in Section 4.1.A will not be required to be on standby status during the holiday. Through a system to
5 be devised by the employees of the CITRS group, one additional employee shall be excused from
6 standby status on each holiday. King County may, at its sole discretion, allow for more than one
7 employee to be excused from standby status on particular holidays.

8 **Section 4.2.** All other non-CITRS employees who are directed to work on a holiday, and who
9 are eligible for overtime, will receive 8 hours holiday leave pay pursuant to CLA Article 10 and be
10 paid at the contractual overtime rate for all hours actually worked. Such overtime eligible employee
11 may request to accrue the time worked as compensatory time, which may be approved at
12 management's discretion and consistent with Personnel Guidelines.

13 **ARTICLE 5: RATES OF PAY**

14 **Section 5.1. Rates of pay**

15 A. Rates of pay for all classifications in the bargaining unit shall be paid in accordance
16 with Addendum A.

17 B. This bargaining unit uses steps 2, 4, 6, 8, and 10 of the King County Square Table,
18 unless noted otherwise.

19 C. The appointing authority may place a newly hired Employee at Step 2 upon hire,
20 or a higher step when the department director determines this action is warranted based on the criteria
21 set forth in the King County Personnel Guidelines. Pay placement for employees being promoted,
22 transferred, or demoted shall be determined by Article 5.3, 5.4, and 5.5 below.

23 D. After successful completion of probation, employees will progress to the next
24 salary step. Thereafter, step increases will occur on each January 1st until the employee reaches the
25 top of the salary range. All new hires will be hired at a minimum of Step 2.

26 E. King County shall not make any post-hire adjustments to employees' salary steps
27 based on subsequent collective bargaining settlements or retroactive pay associated with other unions.

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1 **Section 5.2. Top Step Merit Pay.** Employees who are at the top step of their salary range
2 will be eligible annually for a merit increase of either 2.5% or 5% above the top step, at the County's
3 discretion, in accordance with the King County Merit Pay Plan, as amended. Employees are eligible
4 for the merit increase who have achieved a performance rating of "High Performance" in two (2)
5 consecutive years.

6 An employee's performance rating and a decision to grant a merit increase is not subject to
7 the grievance and arbitration provisions of CLA Article 26.

8 **Section 5.3. Pay upon Promotion.** An employee who is promoted shall be placed at the
9 nearest step in the new salary range which provides at least a 5% increase above the employee's
10 previous rate of pay in effect at the time of the personnel action. The appointing authority may place
11 the promoted Employee at a higher step when the appointing authority determines this action is
12 warranted based on the criteria set forth in the King County Personnel Guidelines and KCC 3.15.130,
13 as amended. If the employee is receiving above-Step-10 merit pay, such pay may be considered when
14 determining the step in the new salary range. The new pay may not exceed 5% above Step 10. This
15 section is not applicable to a promotion that is a result of a reclassification.

16 **Section 5.4. Pay upon Transfer.** Employees who transfer to a position assigned the same
17 pay range shall be placed at the step the employee received before the transfer. However, this step
18 may not exceed the maximum of the new pay range except where the employee was receiving above-
19 Step-10 merit pay in their former position, in which case such pay may exceed the top step of the new
20 range by no more than 5%.

21 **Section 5.5. Pay upon Demotion.** Employees who accept a voluntary demotion, or who are
22 involuntarily demoted, or for those who are demoted to a classification the employee formerly
23 occupied, shall be placed at the highest step in the new pay range that does not exceed the pay rate
24 that the employee received before the demotion. If the employee is receiving above-Step-10 merit
25 pay, such pay shall be considered when determining the new pay and the new pay may not exceed
26 5% above Step 10.

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ARTICLE 6: HOURS OF WORK, OVERTIME, AND WORKSITE

Section 6.1. Work Schedule. For hourly employees, the normal work week shall consist of five (5) consecutive work days not to exceed eight (8) hours in a nine (9) hour period. The County and the Union agree that alternative work schedules may be established that are mutually agreed between the employee and employer.

Section 6.2. Overtime. Contractual daily overtime shall be paid to employees who work more than their regularly scheduled hours in a workday, inclusive of hours worked in excess of regularly scheduled work hours of an alternative work schedule, at the Contractual Overtime Rate in effect at the time the overtime work is performed.

Contractual weekly overtime shall be paid to employees for all hours worked in excess of forty (40) hours per FLSA workweek at the Contractual Overtime Rate in effect at the time the overtime work is performed.

The Contractual Overtime Rate for each overtime hour worked shall be one and one-half times the combined amount of the employee's hourly base rate of pay, as specified in the Addendum A wage table plus any applicable hourly pay premiums in effect at the time the overtime is worked that are contractually required to be included when calculating the Contractual Overtime Rate. If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

Section 6.3. FLSA Exempt Employees. FLSA-exempt employees are covered under the King County Executive Leave Pay and Leave Practices for Executive Administration and Professional Employees policy(s) and are expected to work the hours necessary to perform their jobs.

Section 6.4. Compensatory Time. Overtime may be paid as compensatory time at the rate of time and one-half, if requested by the employee and approved by the supervisor.

A. Rideshare Services Representatives covered under Addendum A may choose to substitute compensatory time at the rate of time and one half (1-1/2) for overtime earned on weekends or scheduled days off when an employee is on-call.

B. Compensatory time must be used during the calendar year in which it is accrued unless this is not feasible due to work demands. The employee may then request, and the department

1 director may approve, the carryover of a maximum of 40 hours of accrued compensatory time.

2 Requests will not be unreasonably denied.

3 **C.** Employees will be paid in the pay period that includes December 31 for all
4 accrued compensatory time not carried over into the following year.

5 **D.** Compensatory hours that have been carried over must be used within the first
6 quarter of the new calendar year, or will be cashed out in the pay period that includes March 31.

7 **Section 6.5. Alternative Work Schedules.** Alternative work schedules may be established
8 in accordance with Executive Policy. When a supervisor establishes a schedule change or determines
9 how to respond to an Employee request for an alternative work schedule, they must consider the
10 Employee's childcare and other family and transportation needs in making the decision.

11 Management will meet one-on-one with each employee requesting a flex schedule in order to
12 understand the employee's need for a flex schedule. A minimum of thirty (30) days' written notice to
13 the employee must be given for a change in work schedule unless mutually agreed between the
14 supervisor and employee. If the employee does not agree with the supervisor's work schedule
15 decision, the employee may request in writing a review by the Division Director. The Division
16 Director's decision is final and not grievable. If an alternative work schedule is established, the
17 compensation provisions of Sections 6.2 and 6.3 of this Article, related to FLSA-eligible and FLSA-
18 exempt Employees remain applicable.

19 **Section 6.6. Work Sites.** The parties recognize the importance of regularly reporting to the
20 assigned work site for the purposes of accomplishing work. However, an employee may request, and
21 a supervisor may approve, an alternative work site for the purpose of accommodating and balancing
22 the individual needs of an employee and the business needs of the department.

23 **A. Permanent Work Site Location Change.** A minimum of thirty (30) days' notice
24 shall be provided to the employee for a permanent change in work site unless otherwise mutually
25 agreed upon between the supervisor and employee.

26 **B. Temporary Worksite Location Change.** An employee's supervisor may
27 occasionally direct an employee to temporarily alter their assigned work location to meet the needs of
28 the department and such changes shall be communicated to the employee pursuant to the County's

1 Workplace Travel Guidance for Telecommuting Employees.

2 **Section 6.7. Executive Leave.** The nature of the work of many employees represented by
3 this Agreement sometimes requires them to be on-call for significant periods of time and to work, on
4 an on-going basis, substantially in excess of the standard work schedule for other County employees.
5 Therefore, each FLSA-exempt employee will be granted a minimum of five (5) days of executive
6 leave annually. In addition to the base number of days of executive leave granted above, an FLSA-
7 exempt employee may be granted up to five (5) additional days of executive leave when authorized in
8 writing by their immediate supervisor, in recognition of the additional on-call time, excess work
9 and/or performance expectations required by their specific position. Executive leave must be used in
10 the payroll year it was granted and cannot be carried into the next payroll year or cashed-out.

11 A. The five (5) day minimum executive leave grant in Section 6.7 shall be prorated
12 for employees hired or promoted into an FLSA-exempt position covered by this Agreement as
13 follows:

<u>Period of Employment</u>	<u>Minimum Days of Executive Leave Granted</u>
0 through 1 month	0
1 through 4 months	2
4 through 8 months	4
8 through 12 months	5

19 **Section 6.8.** Transportation Planner II's in the Service Development section will be paid
20 overtime based on 40 hours of "paid time" in a workweek. This will allow employees to be assigned
21 to after hours and weekend meetings, and to work more flexible hours based on workload needs.
22 Meetings outside regular work hours will be scheduled with at least 2 weeks notice; employees'
23 personal needs will be considered as in the past. Adjustments in work schedules will be worked out
24 between an employee and their supervisor.

25 **Section 6.9. After Hours Support for Exempt Employees.** When an exempt employee
26 performs work as a part of assigned after-hours on-call duty, they may request permission from their
27 supervisor to adjust their work schedule for the following calendar day. The supervisor shall evaluate
28 the request based upon operational need and the volume of work performed. It is not the intent of this

1 section to provide a minute-for-minute shift in time; rather, the intent is to recognize some on-call
2 duties may significantly interfere with an employee's rest before the following workday.

3 **Section 6.10. Shift Differential.** All employees who are scheduled to work a swing or
4 graveyard shift will be paid the shift differential for that shift. Shift differential will be 5.00% per
5 hour for swing shift and 7.5% per hour for graveyard shift. Any shift with a quitting time from 8:01
6 p.m. to 2:00 a.m. will be considered a swing shift. Any shift with a quitting time from 2:01 a.m. to
7 10:00 a.m. will be considered a graveyard shift.

8 **ARTICLE 7: MISCELLANEOUS**

9 **Section 7.1. Master ASE Transit Bus Certifications.** With the approval of the supervisor,
10 employees covered under Addendum A who obtain and maintain a Master ASE certification in transit
11 bus shall have all registration and test fees reimbursed upon successful completion.

12 **Section 7.2.** The County will provide all equipment and Employees' personal foul weather
13 gear to ensure safety and/or identification for Employees based on requirements of their specific job
14 duties. The County will continue to provide all safety-related equipment that is currently provided
15 and/or required by law, including furniture and equipment designed to reduce the risk of injuries
16 associated with positions in this bargaining unit.

17 **Section 7.3. Training.** The County may provide employees release time to attend training
18 programs that will be beneficial to their job performance. Notice of all such training opportunities
19 which the County deems appropriate will be made available to all employees in writing. If the
20 County requires attendance at such training programs, the County will pay the expenses incurred.
21 The County recognizes the benefit of training and will provide access to training opportunities for
22 Employees, within budgeted appropriations. Training may also include conferences, workshops and
23 other professional networking opportunities.

24 **A.** An Employee enrolled in a degree program that the County determines to be job-
25 related may be eligible to receive reimbursement from the County for up to 50% of this program. An
26 Employee who takes individual classes or courses which the director determines to be job-related
27 may be eligible to receive reimbursement from the County for up to 100% of class fees or course
28 fees. The decision to provide any reimbursement or initial course approval is solely based upon the

1 County's discretion and is subject to financial constraints; however, the director shall assure that over
2 time training opportunities are distributed equitably over the work unit.

3 **B.** The Labor-Management Committee established pursuant to Section 7.5 of this
4 Article shall address the issue of non-traditional training.

5 **Section 7.4. Transportation Benefits for Retirees.** The Employer will provide all retirees
6 with bus passes for their personal use at no cost in accordance with current practice and County
7 ordinance. Further, any member of the bargaining unit who was entitled to a retiree bus pass prior to
8 the January 1, 1996, merger with King County shall continue to be eligible for a retiree bus pass.

9 **Section 7.5. Joint Labor Management Committee.** The County and the Union agree to
10 establish a joint labor-management committee (LMC) for the purpose of discussing matters or
11 concerns of either party. Grievances, unfair labor practices, lawsuits, disciplinary matters, and issues
12 subject to bargaining are not appropriate subjects for discussion for the LMC. The County and the
13 Union also understand that the LMC is not a substitute for bargaining and has no authority to amend
14 the contract. Meetings will be held as needed and may be called by either party. The party
15 requesting the meeting will be responsible for coordinating the meeting. The Union and County will
16 co-chair the meeting and will determine the appropriate participants, not to exceed four (4) for either
17 party.

18 **Section 7.6. Classification Specifications.** The County shall furnish the Union with specific
19 classification specifications for classifications in the bargaining unit descriptive of the function, scope
20 and complexity of the position and the knowledge, abilities and qualifications for the position. If the
21 Union requests, the County will meet with the Union to review proposed modifications and revisions
22 to the classification specifications and will negotiate impacts prior to implementation.

23 **Section 7.7. Home Free Guarantee.** The County will operate a program to provide
24 employees with a free ride home by taxi, if on a given day the employee has commuted to work by
25 bus, carpool, vanpool, bike or walking on the day of the trip and has an emergency or works
26 unanticipated overtime that day which requires the employee to leave work at other than the
27 employee's regularly scheduled quit time. Determination of what constitutes a qualified emergency
28 will be made at each worksite by the employee so designated by the County. Employees can exercise

1 their home free guarantee a maximum of eight (8) times per calendar year.

2 **Section 7.8. Meals in Declared Emergency.** In the event of a bona fide emergency which is
3 declared by the King County Executive, an employee will receive the meal per diem or appropriate
4 meal for any time in which that employee is required because of the emergency to remain at work in
5 excess of twelve (12) consecutive hours or is required to work in excess of eight hours on a day the
6 employee was not scheduled to work. Expense receipts are not required for reimbursement.

7 **Section 7.9. Accidental Death Benefit – Criminal Assault.** The County provides special
8 coverage in the event of a felonious assault for employees covered under the County's Accidental
9 Death and Dismemberment Insurance Plan.

10 **Section 7.10. Sick Child Benefit Program.** The County provides employees with services
11 through the Making Life Easier program for mildly sick child childcare resources for eligible
12 dependent children. The service is provided at no cost to employees as long as they are pre-
13 registered in the program.

14 **ARTICLE 8: HIRING POOLS, TRANSFERS, AND PROBATIONARY PERIOD**

15 **Section 8.1. Hiring Pools.** When job announcements are posted to recruit applicants for a
16 vacant position within the bargaining unit and a pool will be created, the job announcements shall
17 notify potential applicants that applications received shall also be used to establish a pool of eligible
18 candidates to fill future vacancies in the same classification. Such notice shall specify for which
19 classifications the pool is being created. The pool of applicants established pursuant to this Section
20 shall be retained for twelve (12) months from the date the pool is created. If a pool is used to fill a
21 position, all qualified candidates will be considered. Candidates in the pool may update their
22 applications at any time while the pool is in effect. Qualified candidates from the pool who are not
23 hired will be notified that their applications will remain in the pool.

24 For vacant positions within the bargaining unit, at least the most qualified applicant of this
25 bargaining unit who meets the minimum requirements of the position will be offered an interview.

26 **Section 8.2. Transportation Safety Administrator Assignments.** Metro will solicit
27 feedback from TSAs on preferred work location. Metro will consider input received from the TSAs,
28 such as qualifications and tenure in the work unit, as well as work performance. However, Metro will

1 continue to retain the flexibility to decide assignments, including transfers, to ensure the business needs
2 of Metro are met. If Metro is unable to honor a preferred work location request, then they shall provide
3 a written statement stating the business need for their denial.

4 **Section 8.3. Probationary Period.** The applicable provisions of King County Personnel
5 Guidelines, Duration of Probationary Period, shall apply, except as modified by this section. The
6 probationary period for a new employee or a newly promoted employee shall be six months. A
7 probationary period may be extended up to a total period of 12 months. If a probationary period is to
8 be extended, the union must be notified and a written notice of the extension must be given to the
9 employee. Notification shall be provided prior to the end of the probationary period.

10 If an employee's probationary period is extended due to the fact that the employee has not
11 received adequate and consistent supervision during the probationary period, the employee will
12 receive a retroactive probationary step increase to the date the normal probationary period was
13 completed upon obtaining regular status.

14 An employee is "at will" during their probation and probationary terminations are not subject
15 to the grievance and arbitration provisions of this Agreement.

16 If an employee was promoted from within the bargaining unit and fails to pass probation in, or
17 is facing layoff from, the newly promoted position, they may revert back to their former position if it
18 is vacant. If there is not a vacancy, the employee will be treated as a layoff candidate based on the
19 employee's former position.

20 Existing bargaining unit employees who accept placement in a position in lieu of layoff after
21 receiving a layoff notice are subject to probation as may be required by Career Service Rules,
22 however, the "at will" element of probation is not applicable to such employees. If it is determined
23 during the probationary period that the employee is not qualified or cannot perform in a satisfactory
24 manner, the employee will be transferred back to Career Support Services and considered for another
25 placement within the County.

26 **ARTICLE 9: EMPLOYEE RIGHTS**

27 **Section 9.1.** The off-duty activities of employees shall not be cause for disciplinary action
28 unless said activities are detrimental to the employee's work performance or the department.

1 **Section 9.2.** If the County issues disciplinary action against a regular employee, the
2 employee shall be apprised of their rights of appeal and representation.

3 **Section 9.3.** The employee and/or Union representative may examine the employee's
4 personnel file(s) if the employee so authorizes in writing. Unauthorized persons shall not have access
5 to employee files or other personal data relating to their employment, except as otherwise authorized
6 by law.

7 **Section 9.4.** No employee shall be required to use equipment which is not in a safe condition.
8 In the event an employee discovers or identifies unsafe equipment, they will immediately notify the
9 immediate supervisor in writing. Employees shall not be disciplined for reporting unsafe equipment
10 or working conditions to their immediate supervisor. Said equipment shall be repaired or replaced if
11 the employer determines the equipment to be unsafe. At such time as the employer determines the
12 equipment to be safe, the employee will be advised.

13 **Section 9.5. Defense and Indemnification.** In accordance with KCC, whenever an
14 employee is named as a defendant in a civil or criminal action arising out of the performance of the
15 employee's duties and is acting within the scope of employment, the County shall furnish counsel (or,
16 solely at the County's discretion, reimburse the employee the cost of their private counsel) to
17 represent the employee to a final determination of the action, without cost to the employee. To have
18 the benefit of such legal representation and indemnification, the employee must have acted in good
19 faith, with no reasonable cause to believe such conduct was unlawful, and within the scope of their
20 county employment. All questions as to whether the employee is entitled to indemnification shall be
21 decided by the chief civil deputy prosecuting attorney in accordance with KCC 2.21.060, as
22 amended.

23 **ARTICLE 10: PERFORMANCE APPRAISALS AND MEMOS**

24 **Section 10.1. Performance Appraisals and Memos.** Each regular and TLT employee will
25 receive performance memos and appraisals as needed, but at least once per year.

26 The Employee may appeal a performance appraisal pursuant to the King County Personnel
27 Guidelines. Performance appraisals or memos are not grievable.

1 **Section 10.2. Personnel Records.** Material placed into the employee's files(s) relating to
2 job performance or personal character shall be brought to their attention. The employee has the right
3 to insert documentation into the file(s) that responds to such said material or to have placed in their
4 personnel file rebuttals to any written communications from County managers or supervisors that has
5 been placed into the file(s). Employees may request to have included in the personnel file any
6 written documentation that reflects favorably on the employee's conduct or work quality. Nothing in
7 this section shall prevent the County and the Union from reaching a mutually acceptable agreement
8 regarding the removal or revision of personnel records as the result of a grievance settlement.

9 **ARTICLE 11: DISPUTE RESOLUTION PROCEDURES**

10 **Section 11.1. Non-Contractual Dispute Resolution and Mediation.** The intent of this
11 section is to provide employees and supervisors with a dispute resolution process for issues for which
12 the grievance and arbitration processes do not apply. An employee who has a non-contractual
13 dispute is encouraged to exercise their rights to pursue dispute resolution and, if mutually agreed to,
14 use mediation to resolve the dispute.

15 To initiate this process, the employee will request a dispute resolution meeting with their
16 immediate supervisor. The employee and their supervisor will then meet in an attempt to resolve the
17 dispute. The supervisor may provide the employee with a written summary of the meeting and
18 outcome.

19 If the dispute remains unresolved, the Union may, within 20 days of the employee's receipt of
20 the written summary, request mediation. The request for mediation will be made, in writing, to
21 Transit Employee and Labor Relations.

22 **ARTICLE 12: WORK STOPPAGES AND EMPLOYER PROTECTION**

23 **Section 12.1.** The County and the Union agree that the public interest requires efficient and
24 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
25 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
26 any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned
27 duties, sick leave absence which is not bona fide, or other interference with County functions by
28 employees under this Agreement and should same occur, the Union agrees to take appropriate steps

1 to end such interference. Any concerted action by any employee in the bargaining unit shall be
2 deemed a work stoppage if any of the above activities have occurred. Being absent without
3 authorized leave shall be considered as an automatic resignation. Such a resignation may be
4 rescinded by the division manager if the employee presents satisfactory reasons for their absence
5 within three (3) calendar days of the date their automatic resignation became effective.

6 **Section 12.2.** Upon notification in writing by the County to the Union that any of its
7 represented employees are engaged in a work stoppage, the Union shall immediately, in writing,
8 order such employees to immediately cease engaging in such work stoppage and provide the County
9 with a copy of such order. In addition, if requested by the County a responsible official of the Union
10 shall publicly order such Union employees to cease engaging in such a work stoppage.

11 **Section 12.3.** Any employee who commits any act prohibited in this section will be subject in
12 accord with the County's Work Rules to the following action or penalties:

13 A. Discharge.

14 B. Suspension or other disciplinary action as may be applicable to such employee.

15 **ARTICLE 13: WAIVER**

16 The parties acknowledge that each has had the unlimited right within the law and the
17 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
18 collective bargaining. The results of the exercise of that right and opportunity are set forth in this
19 Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agrees to
20 waive the right to oblige the other party to bargain with respect to any subject or matter not
21 specifically referred to or covered in this Agreement.

22 **ARTICLE 14: UNION REPRESENTATION**

23 **Section 14.1.** Authorized representatives of the Union may, after notifying the County
24 official in charge, visit the work location of employees covered by this Agreement at any reasonable
25 time for the purpose of investigating grievances, and to conduct union business that is directly related
26 to the administration of this agreement. Such representatives shall limit their activities during such
27 investigations to matters relating to this Agreement. Department work hours shall not be used by
28

1 employees or Union representatives for the conduct of Union business or the promotion of Union
2 affairs.

3 **Section 14.2.** Authorized representatives of the Union may have reasonable access to its
4 represented employees in County facilities for transmittal of information or representation purposes
5 before and after work and during lunch breaks or other regular breaks as long as the work of the
6 County employees and services to the public are unimpaired. Prior to contacting represented
7 employees in County facilities, such authorized Union representatives shall make arrangements with
8 the director. Where allowable and after prior arrangements have been made, the County shall make
9 available to the Union meeting space, rooms, virtual meeting space, etc. for the purpose of
10 conducting Union business, where such activities would not interfere with the normal work of the
11 Department.

12 **Section 14.3.** The Union shall have the right to appoint stewards within Sections, Divisions,
13 and locations where its represented employees are employed under the terms of this Agreement.
14 Stewards shall see that the provisions of this Agreement are observed, and they shall be allowed
15 reasonable time to perform these duties during regular working hours without suffering a loss of pay.
16 Paid release time, for purposes of this section, does not apply to participation in the LMC defined in
17 Article 7.5 or contract or settlement negotiations.

18 **ARTICLE 15: SENIORITY AND REDUCTION IN FORCE**

19 The provisions of this Article do not apply to TLTs.

20 **Section 15.1. Pre-Layoff Process.**

21 A. When a reduction in force (RIF) is anticipated for career service positions
22 represented under Addendum A, the County will notify the Union at least thirty (30) days prior to the
23 determination that a reduction of force will occur. Upon request, the County will meet with the
24 Union Representative to identify the number of employees in this bargaining unit that the County is
25 anticipating for layoff. The Union may request to meet with the County prior to the implementation
26 of the RIF for the purposes of discussing RIF mitigation strategies. The County will demonstrate that
27 all probationary employees, interns, temporary, and term-limited employees that perform work in the
28 same classification will end employment prior to the layoff of career service members of this

1 bargaining unit. Probationary employees subject to the provisions in Section 8.3 may revert back to
2 their former position if it is vacant. If there is not a vacancy, the employee will be treated as a layoff
3 candidate based on the employee's former position. The County and the Union shall jointly endeavor
4 to find ways to minimize or eliminate the number of career service employees who must be laid off
5 (e.g., reassign employees to vacant positions, locate temporary placement in other departments,
6 encourage leaves of absence, or allow job-sharing).

7 **Section 15.2. Definitions.** The following definitions shall apply for the purposes of
8 administering this Article.

9 **A. Reduction in Force** is any budgeted change to a career service employee's FTE
10 which may include a decrease or elimination of the FTE as a result of lack of funds or lack of work.

11 **B. Layoff** is the termination of career service employment due to a RIF action.

12 **C. Classification seniority** is defined as total time in a classification without a break
13 in service. Only career service employees are eligible to earn classification seniority. Seniority hours
14 earned are not to exceed the equivalent of a full-time position (2080 hours annually). Term Limited
15 Temporary (TLT) and Short Term Temporary (STT) employees do not earn classification seniority
16 hours. Employees who transfer, promote or demote into a different job classification under
17 Addendum A will accrue seniority in the new classification upon start of their placement in the
18 position. Previous seniority hours earned in other classifications worked under Addendum A will be
19 retained and calculated into the Contract seniority, as described below.

20 If two or more employees in the same classification are hired on the same date, then the
21 classification seniority between those employees will be determined by contract seniority. If their
22 contract seniority is the same (i.e., they were hired into the bargaining unit on the same date), then
23 their classification seniority will be determined by their King County hire date within a coalition
24 represented position without a break in service (the earliest hire date being most senior). If their
25 contract seniority and hire date within a coalition represented position are the same, then their
26 classification seniority will be determined by their King County hire date within any position without
27 a break in service (the earliest hire date being most senior). If their contract seniority and King
28

1 County hire date are the same, then their classification seniority will be determined by their
2 application submittal date/time (the earliest date/time being the most senior).

3 **D. Contract Seniority** is defined as accumulated seniority for all classifications
4 worked under this contract without a break in service as listed in Addendum A.

5 **E. Break in Service** is a voluntary quit, retirement, layoff, medical separation or
6 termination for just cause. Employees who terminate due to layoff or medical separation will have
7 accrued seniority reinstated upon rehire if the rehire occurs within two years following their
8 termination. Authorized paid and unpaid leaves of absence are not considered breaks in service;
9 however, seniority will cease to accrue during an unpaid leave if the leave exceeds thirty (30)
10 consecutive days.

11 **F. Trial Service Period** is a defined period of time following placement into a new
12 position as a result of a reduction in force. A trial service period only applies in the circumstances
13 defined in the Vacancy/Bumping Process.

14 The purpose of the trial service period is to provide the individual an opportunity to acquire
15 the requisite knowledge and skills specific to that position so as to be able to perform the duties in a
16 competent manner. The trial service period is also a time for management to assess progress and
17 performance of the individual and determine if they are able to perform the duties at an acceptable
18 level. A trial service period is generally six months in duration, but may be extended an additional
19 six (6) months to allow for further skill and knowledge acquisition; it may also be shortened if
20 management determines the individual has demonstrated sufficient competency.

21 **G. Unsuccessful Trial Service Period.** Management may end the trial service period
22 at any time pursuant to just cause, for instance, if it objectively assesses that the individual is not
23 demonstrating sufficient progress in obtaining the requisite knowledge and skills required of the
24 position within a reasonable period of time. The individual may request to end the trial service
25 period on their own accord if they conclude the placement is not an appropriate match. In both cases,
26 the individual will be removed from the position and placed in layoff/recall status and will be eligible
27 for recall services for up to two years following the date of their changed employment status.

28 **H. Qualified** means the employee possesses the qualifications required to be

1 considered eligible to be appointed to the position as a new hire.

2 **I.** King County is responsible for providing the Union with complete, accurate,
3 pertinent, and timely information to assist the Union in identifying the seniority date. Failure to
4 provide this information is grievable. All questions or issues pertaining to a represented employee's
5 seniority will be settled by the Union. The Union determined seniority date cannot be grieved. An
6 employee who has obtained career service status in any bargaining unit classification and who moves
7 into a position in King County outside of the bargaining unit shall retain their layoff seniority in the
8 bargaining unit covered by this contract for one (1) year from the date of transfer. An employee who
9 is not a base represented employee of the bargaining unit and is working in a Special Duty
10 Assignment in a bargaining unit position who is hired permanently to that position shall have their
11 seniority date reflect the start date of the Special Duty assignment.

12 **J.** Seniority is portable in a reciprocal manner between this bargaining unit and the
13 employees in the Planning unit of the PROTEC17 non-interest arbitration Professional and Technical
14 Department of Transportation bargaining unit.

15 **K.** An Employee who is granted a voluntary leave of one (1) year or less or who
16 resigns from County employment for education or professional development or is laid off and is
17 rehired within two years or less shall retain their seniority date. However, if said employee is gone
18 for more than the above allotted time, upon return to the bargaining unit, the employee will receive a
19 new seniority date reflecting the date of hire.

20 **Section 15.3. Reduction in Force Process.** The following process shall govern for the
21 purposes of administering this Section.

22 **A. Notice.** Notice to the individual(s) impacted by the RIF will occur no less than 60
23 days prior to the effective date of the RIF. The impacted employee will receive written notification
24 of the Department's intent to change or eliminate the employee's FTE. This notice will include the
25 effective date of the change, a description of the employee's RIF and layoff/recall rights as provided
26 under the contract and King County policies and procedures; and a list of current vacancies available
27 within the employee's current classification which includes the vacant position's allocated FTE level
28 and work location. The Union will be provided a copy of the notice given to the impacted employee.

1 **B. Volunteer RIF.** When a RIF is to be initiated, employees may request to be
2 voluntarily laid off if the employee is in the same work unit and classification as the position(s)
3 determined to be eliminated/reduced. An employee who voluntarily chooses to be laid off will be
4 placed directly in recall per Section 15.5.

5 **C. Vacancy/Bumping Process.** An employee whose position has been eliminated
6 entirely, will have the option of accepting layoff and entering the recall process (as described in
7 Section 15.5), or resigning employment, or follow the process, based on seniority, for placement into
8 vacancies or bumping as described below:

9 **1. Step 1 – Placement into Vacancies.** The employee will be placed in a
10 vacancy in the same classification and Division. If two or more RIF impacted employees are
11 interested in the same vacancy, placement will be based on classification seniority. If there are no
12 vacancies in the same classification in the same Division, but there are vacancies in the same
13 classification in another Transit Division, then the employee will be placed in that vacant position
14 and will serve a trial service period. If the vacant position is not represented, or is represented by
15 another bargaining unit, the employee's new position will no longer be represented by this bargaining
16 unit.

17 **2. Step 2 – Bumping into Occupied Positions.** If there are no vacancies
18 under Step 1, the employee will bump, based on classification seniority, the least senior employee in
19 the same classification within the same Division.

20 **3. Step 3 – Placement into Vacancies.** If there are no vacancies in the same
21 classification in any Division under Step 1 or bumping opportunities under Step 2, then the employee
22 will be placed in a vacant position in a lower classification within the same Division. To be placed
23 into such a position, the employee must have previously passed probation in the lower classification
24 and be qualified for the lower position. Additionally, if it has been more than five years since the
25 employee worked in the lower classification, then the employee must serve a trial service period. If
26 two or more RIF impacted employees are interested in the same vacancy, placement will be based on
27 contract seniority.

28 **4. Step 4 – Bumping into Occupied Positions.** If there are no vacancies in a

1 lower classification (for which the employee has passed probation and is qualified) in the same
2 division under Step 3, then the employee will bump, based on contract seniority, the least senior
3 employee in a lower classification within the same division, provided the bumping employee has
4 previously passed probation in the lower classification and is qualified for the current position.

5 Additionally, if it has been more than five years since the employee worked in the lower
6 classification, then the employee will serve a Trial Service Period.

7 **5. Step 5 – Placement into Vacancies.** If there are no bumping opportunities
8 as described in Step 4, the employee will be placed in a vacant position, if available, in the following
9 order:

10 a. A vacant position in a lower classification in another division,
11 provided the employee has previously passed probation in that lower classification.

12 b. A vacant position in a lower classification in the same classification
13 series in the same division, regardless of whether the employee previously served in the lower
14 classification.

15 c. A vacant position in a lower classification in the same classification
16 series in another division, regardless of whether the employee previously served in the lower
17 classification.

18 In all cases, the employee must be qualified for the vacant position and the employee will
19 serve a Trial Service Period. If two or more RIF impacted employees are interested in the same
20 vacancy, placement will be based on contract seniority.

21 **6. Step 6 – Layoff.** If none of the foregoing opportunities are available, the
22 employee will be laid off and placed in recall per Section 15.5.

23 **7.** In administering the Vacancy/Bumping Process of this Section (15.3.C), an
24 employee will not be required to be placed or bump into a position of lower FTE level than the
25 position from which the employee is being laid off.

26 **8. New Classification Series.** In the event that any single classification is split
27 into a classification series during the duration of this contract, incumbent employees reclassified as a
28 result of the new classification series shall have all classifications in the series be considered as part

1 of the “same classification” for the purposes of the Vacancy/Bumping Process of this Section.

2 **D. Rescission of RIF Notice.** If circumstances change and the Department
3 determines a RIF is not necessary, the Department will notify the individual(s) in writing of the RIF
4 rescission. The Union will be provided a copy of the rescission notice.

5 **Section 15.4. Increase or Reduction of FTE.** Where the FTE level for a position is to be
6 increased or decreased, the Notice processes will be the same as stated in Section 15.3.A. Employees
7 in such positions will be given first right of refusal to the changed FTE level for their position. If
8 they elect not to remain in their position at the new FTE level, then the Vacancy/Bumping process set
9 forth in Section 15.3.C will apply, but only for positions with the same FTE level as that from which
10 the employee was laid off. If there are no placement opportunities in the same FTE level, then the
11 process in Section 15.3.C will apply, regardless of FTE level.

12 **Section 15.5. Recall.** Recall is the return to employment in a career service position covered
13 under the collective bargaining agreement in the same classification and FTE level from which the
14 employee was laid off. Recall rights to the classification from which an employee has been laid off
15 shall expire two (2) years from the date of layoff.

16 Employees in recall status will be offered vacancies as per Steps 1 and 3 in Section 15.3.C in
17 that order so that if multiple vacancies are available, then the employee must take the vacancy in the
18 earliest step available (with Step 1 being the earliest, and Step 3 being the latest). An employee in
19 recall status may bump a TLT or temporary employee working in the current classification or any job
20 classification previously worked in the bargaining unit or classification series. Any employee
21 bumping into a TLT or temporary position shall maintain their recall rights under this section and
22 shall continue to accrue seniority and maintain step placement. The recall of an employee into a TLT
23 or temporary position shall not convert such position to a regular, career service position. Recall
24 opportunities will be offered in order of contract seniority.

25 **A.** All career service bargaining unit employees who are laid off, whose hours of
26 work are reduced involuntarily, or who accept a position with a lower pay range in lieu of layoff,
27 shall be placed on the layoff recall list for two years in the County’s Priority Placement Program from
28 the date of layoff. In addition, the employee shall retain specific recall rights to the position from

1 which the employee was laid off for an additional one (1) year following the end of the two (2) year
2 general recall period. During the three (3) year specific recall period, the employee shall retain
3 specific recall rights to the position from which they were laid off regardless of whether the employee
4 has accepted a different position within the County. Refusal to accept re-employment in a position
5 with a lower salary range or with fewer working hours than the employee held at the time of layoff
6 shall not be cause for removal from the recall list.

7 **B.** When a laid-off employee applies for, or is referred to, a bargaining unit position
8 and such employee is unsuccessful in obtaining the position, the employee will be provided with the
9 rationale for their own non-selection, interview and test scores, and other documentation used to
10 make the determination.

11 **C.** An employee who is recalled from layoff within two (2) years shall have all their
12 unpaid sick leave balance and vacation accrual rates restored.

13 **Section 15.6. Career Support Services.** The County will provide career support services,
14 including priority placement benefits, to eligible career service employees who are in receipt of a
15 proposed or final layoff notice as provided in the County's Reduction in Force Planning and
16 Implementation Guide.

17 **ARTICLE 16: SCADA EMPLOYEES**

18 This Article applies only to SCADA Employees due to the unique nature of their work.

19 **Section 16.1. Call-Out Pay.** A SCADA Employee who has gone home after their regular
20 shift, and who is called back to work and reports to work, will be paid at the overtime rate for hours
21 actually worked or four hours, whichever is more. Additional call-outs within a four hour period will
22 be covered by the same four hour guarantee. If a SCADA Employee can respond to the situation
23 without having to report to the worksite, the guarantee is a minimum of two hours.

24 **Section 16.2. Clothing, Uniforms, and Equipment.** The County shall provide and maintain
25 necessary safety clothing, uniforms, and equipment. Each SCADA Employee who is required by the
26 County to wear a particular type of safety footgear shall be entitled to a voucher to be applied toward
27 the purchase of such safety footgear. The maximum County contribution paid by such voucher shall
28 be \$375 per SCADA Employee. SCADA employees may use up to \$50.00 of the voucher to

1
2 purchase work socks. A replacement item will be issued when the item is lost, stolen, damaged, or
3 worn out.

4 **Section 16.3. Shift Differential.** Shift differential will be 5.00% per hour for swing shift and
5 7.5% per hour for graveyard shift. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be
6 considered a swing shift. Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be
7 considered a graveyard shift. All employees who are scheduled to work a swing or graveyard shift
8 will be paid the shift differential for that shift. Shift differentials do not apply in call-out situations as
9 provided in Section 16.1 Call-Out Pay or 16.7 Standby.

10 **Section 16.4. Negotiated Meal and Rest Periods.** The parties agree to continue their long-
11 standing agreement to specifically supersede in total the State provisions regarding meal and rest
12 periods for SCADA System Specialists. SCADA System Specialist shifts may include “straight
13 eight” shifts, which do not have meal periods. For all SCADA System Specialists shifts, meal
14 periods, and rest periods are not scheduled but may be taken intermittently consistent with work
15 needs. SCADA System Specialists are entitled to meal and rest periods only as described in this
16 agreement and not those provided by State law.

17 **Section 16.5. SCADA System Specialists Shift Picks.**

18 A. The County will hold two shift picks annually for the SCADA System
19 Specialists to be effective on the start of the closest pay period to March 15th and September 15th
20 with pick order determined by seniority. When a facility opens or closes, a section-wide pick will
21 occur. A seniority list shall be provided by the County and reviewed by the Union prior to the shift
22 picks occurring. Management will provide the Union with a list of shifts based on business needs.
23 Shifts can be scheduled for any day of the week.

24 B. It is understood that the County will determine the description of schedules
25 and shifts (hours of the day and days of the week) available to pick. The creation of all schedules and
26 shifts (hours of the day and days of the week) is within the right of management to establish and
27 change pursuant to business needs. The parties also agree that it is within management's right to add,
28 move or remove shifts, or modify shift days or start/end times that will be included in each shift pick.

1 Changes could also include, but are not limited to, establishing swing shifts or weekend shifts. Copies
2 of the proposed pick schedule and shifts will be posted for the employees and the Union to review no
3 later than 14 calendar days prior to the start of the pick. Changes in the posting may not be made
4 without consulting with the Union within seven days prior to the pick. The effective date of the
5 shake-up will be approximately two weeks after the pick.

6 C. The County and an individual SCADA System Specialist may establish other
7 schedules for special projects or events if mutually agreed to. If an employee is, or will be, unable to
8 work for the entirety of the next picked schedule, that employee shall not pick a schedule. If an
9 employee unexpectedly comes back to work after a pick has taken place, management will assign
10 them a shift. If the special project includes overtime then Section 16.5 will apply.

11 D. As new employees are hired, management will decide which additional shifts to
12 add to the pick. Employees hired in between picks will be placed on shifts that provide the best
13 opportunity to train. Training will last a minimum of 90 days and will conclude when management
14 deems the employee capable of performing the job duties with minimum supervision. Training will
15 be assessed during the 90- and 180-day evaluations. Upon completion of training, and while still on
16 probation, if applicable, an employee will be eligible to participate in the next pick.

17 E. If a vacant position is to be filled or a new position is created, Employees in that
18 classification will have a move-up if requested. Move-ups will be conducted only when they can be
19 implemented at least 28 days prior to the end of the current shake-up.

20 F. During each pick, employees will, by shift and by seniority, also select vacations
21 by calendar week. Employees may only pick vacation weeks equivalent to their accumulated and
22 expected balances. Requests for time off will be considered on a case by case basis depending on
23 business and safety needs.

24 G. Core hours for the night shift shall be a five hour time frame between 12:00AM
25 and 5:00AM to address business needs during optimal non-revenue hours. Shifts may be 5/8 shifts or
26 4/10 shifts, depending on schedules that are mutually arranged by management and employees and
27 shall remain fixed for the duration of the pick.

28

1 **H.** Management recognizes the challenges facing night shift employees and will
2 engage those employees in attempting to find a mutually beneficial result when management's
3 business needs may conflict with employee's personal needs.

4 **Section 16.6 Overtime.** Overtime will be offered first by facility, then by shift, to all
5 qualified SCADA System Specialists and Leads on rotating basis using a monthly overtime list.
6 SCADA Specialists will every month indicate if they are interested in overtime if it becomes
7 available. It will then be offered, among those who have indicated interest, by seniority to the
8 person(s) with the least amount of overtime worked in the previous month. If no SCADA System
9 Specialists accept the offer for overtime, management may assign the overtime by inverse seniority
10 by facility and then by shift. Management will determine what facility will be first offered the work.
11 In cases where there is a need for overtime for a special task the overtime will be first offered to the
12 employee within the classification responsible for the work. A Special task shall mean non-ordinary
13 circumstances in which the work cannot wait to be completed, or work deemed unreasonable to have
14 anyone but the existing employee performing the work.

15 **Section 16.7 Standby.** Management may designate employees in accordance with the below
16 terms and conditions covering standby. Standby work may be applied to emergency situations which
17 include unscheduled leave or other unforeseen circumstances. When an employee is called out while
18 on standby, any applicable standby pay shall cease and the employee shall then be paid in accordance
19 with Article 16.1. Standby will be offered to all qualified SCADA System Specialists by seniority on
20 rotating basis using a monthly standby list. SCADA Specialists will every month indicate if they are
21 interested in standby if it becomes available. It will then be offered, among those who have indicated
22 interest, by seniority to the person(s) with the least amount of standby worked in the previous month.
23 Employees assigned to standby must be ready, including having basic tools and technology available
24 to report to work, either remotely or on site, if called. If no one chooses standby work, the County
25 may designate those employees on a rotating basis by shift by inverse order of seniority. County
26 management may cancel standby work at its discretion.

1 A. Parking expenses to park in the County's Goat Hill and King Street Center garages
2 shall be reimbursed on presentation of a receipt if an employee is called out to a work location in the
3 Seattle Downtown core area outside of regular working hours.

4 B. Equipment: The County will provide all assigned standby staff with a two-way
5 electronic device when assigned standby.

6 C. Employees will be paid ten percent (10%) of their base hourly rate for all hours on
7 standby.

8 **Section 16.8. Training Pay.** SCADA Specialists who are assigned, in writing, by the
9 division manager or their designee to train one or more employees, under the following
10 circumstances, shall be compensated at a rate which is seven and a half percent (7.5%) greater than
11 their base rate for all time so assigned. Leads or employees in a different classification than the new
12 employee are not eligible for training pay. To be considered eligible for training pay, the employee
13 must be pre-authorized in writing and the work they are performing must involve active instruction.
14 They are required to be responsible for their instruction, evaluation, and work product. Training pay
15 will not be offered for any other types of intern, apprentice, or for peer-to-peer training or orienting
16 new Employees.

17 **Section 16.9. SCADA Specialist-Lead Classification Hiring.** Rail SCADA Specialist-Lead
18 positions will use a competitive recruitment selection process. All internal employees and external
19 candidates are eligible to apply for Rail SCADA Specialist-Lead positions, however, employees
20 covered by this Appendix Article 16 shall be given consideration over other internal and external
21 candidates. Employees covered by this Appendix Article 16 who are not offered the position after
22 the interview process shall be informed in writing of the reasons they were not selected and be given
23 an opportunity to meet with the hiring manager for more in-depth feedback.

24 **ARTICLE 17: BUS ASSEMBLY INSPECTOR EMPLOYEES**

25 This Article applies only to Bus Inspector Employees due to the unique nature of their work.

26 **Section 17.1. Out-of-State Work.** When working at a job site outside of Washington, the
27 following shall apply:

1 A. The first and last days of a work period in an out-of-state inspection location shall
2 be full travel days. Inspectors will be given the option of flying home after their work shift the night
3 before their return travel day. Mondays and Fridays are full travel days; however, Flights home can
4 be taken on Thursdays after work or other days under certain circumstances with pre-approval from
5 the assigned Contract Administrator or Fleet Procurement Superintendent.

6 B. The County will reimburse for travel expenses as outlined in the County's policy
7 on "Authorized Travel, Travel Expense and Miscellaneous Reimbursements for King County
8 Employees."

9 C. Each Bus Assembly Inspector may elect to have a rental car when on assignment.

10 D. The County will provide an additional \$20 per week to cover laundry and other
11 miscellaneous expenses.

12 E. The County will pay a 8% "out-of-state" premium for all time spent working
13 during out-of-state assignments. This premium shall not apply to work performed in Washington
14 State.

15 F. When a term-limited temporary Bus Assembly Inspector is subsequently hired
16 into a career service Bus Assembly Inspector position, the Adjusted Start Date (upon which vacation
17 accrual rates are based) should be the start of the TLT position, provided there has been no break in
18 service (the period of time that the employee did not work for the county).

19 **ARTICLE 18: PROFESSIONAL ENGINEER LICENSES**

20 **Section 18.1.** King County will reimburse the renewal cost of Professional Engineer Licenses
21 for any Employees in the Engineer Series covered under Addendum A in Transit Capital Division.
22 Employees who hold Professional Engineering licenses or Registered Architect licenses with the
23 Washington State Department of Licensing shall be eligible for the following monthly premiums:

24 A. \$50 for employees who have PE or RA licenses.

25 B. An additional \$50 for employees who have PE or RA licenses and whose positions
26 require the stamping of engineering or architectural plans.

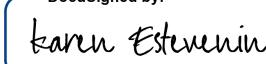
1 **ARTICLE 19: TERM-LIMITED TEMPORARY EMPLOYEES**

2 TLT employees shall be eligible for all of the rights, benefits, and responsibilities enumerated
3 in this collective bargaining agreement, with the following exclusions: TLTs will not become Career
4 Service employees following a probationary period. The employment of TLT employees is on an at-
5 will basis. All terms and conditions of employment not addressed in this collective bargaining
6 agreement are covered by the King County Code and King County Personnel Guidelines.

7

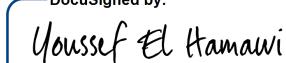
8 For Professional and Technical Employees, Local 17:

9 DocuSigned by:

10 
11 Karen Estevenin

12 Executive Director

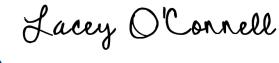
13 DocuSigned by:

14 
15 Youssef El Hamawi

16 Union Representative

17 For the County:

18 DocuSigned by:

19 
20 Lacey O'Connell, Interim Deputy Director

21 Office of Labor Relations, Executive Office

1 **cba Code: 043**

Union Code: C4

2 **Addendum A**3 **Professional & Technical Employees Bargaining Unit, Metro Transit Department**4 **Wage Addendum**

5 Job Class	6 PeopleSoft	7 Classification Title	8 Range
9 Code	10 Job Code	11	12
2810000	281106	Administrative Staff Assistant	48
2810100	281207	Administrator I	50
2810200	281304	Administrator II	56
2810300	281404	Administrator III	63
2810400	281510	Administrator IV	68
2410300	240104	Bus Assembly Inspector	61
2811100	286105	Business Analyst	63
2811200	286206	Business Analyst - Senior	68
2131100	214102	Business and Finance Officer I	53
2131200	214203	Business and Finance Officer II	58
2131300	214305	Business and Finance Officer III	62
2131400	214409	Business and Finance Officer IV	67
2214400	225003	Buyer - Lead Senior	64
2501100	252103	Communications Specialist I	51
2501200	252202	Communications Specialist II	54
2501300	252305	Communications Specialist III	58
2501400	252405	Communications Specialist IV	64
2215100	223804	Contract Specialist I	56
2215200	223905	Contract Specialist II	61
2215300	224005	Contract Specialist III	66
2230200	223401	Customer Services Coordinator	55
2230300	223501	Customer Services Coordinator - Lead	59

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1	7303100	733103	Data Administrator	50
2	7319300	734304	Database Specialist - Senior	60
3	2251100	226203	Educator Consultant I	54
4	2251200	226305	Educator Consultant II	58
5	7112100	711104	Engineer I	57
6	7112200	711205	Engineer II	62
7	7112300	711307	Engineer III	67
8	7112400	711406	Engineer IV	72
9	7520100	752102	Environmental Scientist I	54
10	7520200	752203	Environmental Scientist II	59
11	7520300	752302	Environmental Scientist III	64
12	7520400	752401	Environmental Scientist IV	69
13	7304100	733303	Functional Analyst I	54
14	7304200	733405	Functional Analyst II	57
15	7304300	733502	Functional Analyst III	62
16	7304400	738102	Functional Analyst IV	67
17	7322100	735107	GIS Specialist Entry	55
18	7322200	735204	GIS Specialist - Journey	60
19	7322300	735304	GIS Specialist - Senior	65
20	2216300	225908	Grant Administrator	65
21	7331100	736304	IT Project Manager I	67
22	7331200	736404	IT Project Manager II	72
23	7331300	736503	IT Project Manager III	75
24	7323400	735804	IT Systems Specialist - Master	66
25	2444100	243801	Maintenance Planner Scheduler	58
26	2221100	222502	Marketing and Sales Specialist I	51
27	2221200	222602	Marketing and Sales Specialist II	56
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1	2221300	222702	Marketing and Sales Specialist III	58
2	2252100	226503	Occupational Education and Training Instructor	44
3	2252200	226604	Occupational Education and Training Coordinator	53
4	2252300	226702	Occupational Education and Training Program Administrator	58
5	2252400	226802	Occupational Education and Training Program Administrator - Senior	63
7	7222300	723605	Photographer - Lead	54
8	8202100	822101	Power Distribution Technical Assistant	59
9	2446100	245401	Transit Project/Program Manager I	54
10	2446200	245501	Transit Project/Program Manager II	59
11	2446300	245601	Transit Project/Program Manager III	64
12	2446400	245701	Transit Project/Program Manager IV	69
13	8311300	839102	Rail SCADA Systems Specialist	61
14	8311600	839301	Rail SCADA Systems Specialist - Lead	64
15	8311400	839202	Rail SCADA Systems Administrator	66
16	8311500	839205	Rail Ventilation Systems Coordinator	66
17	2814100	283101	Rideshare Services Representative	54
18	2334100	234103	Safety and Health Administrator I	43
19	2334200	234203	Safety and Health Administrator II	48
20	2334300	234302	Safety and Health Administrator III	54
21	2334400	234403	Safety and Health Administrator IV	62
22	2502100	252602	Special Projects Manager I	68
23	2502300	252804	Special Projects Manager III	72
24	2219100	222201	Supply Chain Analyst	62
25	2410100	240102	Transit Maintenance Analyst	67
26	8730550	822103	Transit Power Distribution Coordinator	64
27	2218100	228102	Transit Vehicle Procurement Administrator	67
28	2450100	245201	Transportation Safety Administrator	68

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1	2450200	245301	Transportation Security Administrator	68
2	2421100	241602	Transportation Planner I	54
3	2421200	241704	Transportation Planner II	59
4	2421300	241804	Transportation Planner III	64
5	2421400	241905	Transportation Planner IV	69
6	6222100	656501	Van Pool Risk Specialist	59
7	7316300	734004	Website Developer - Senior	63

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